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6 **UNITED STATES DISTRICT COURT**
7 **DISTRICT OF NEVADA**
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10 TRUSTEES OF THE TEAMSTERS LOCAL
11 631 SECURITY FUND FOR SOUTHERN
12 NEVADA; and TRUSTEES OF THE
13 TEAMSTERS CONVENTION INDUSTRY
14 TRAINING FUND,

2:11-cv-01764-LDG-PAL

15 **ORDER**

16 Plaintiffs,

17 v.

18 FRANKLIN LASLEY, et al.,

19 Defendants.

20 Defendants have filed a motion for summary judgment (#113, opposition #125, reply
21 #130), and plaintiffs Trust Funds have filed a motion for summary judgment (#114, oppositions
22 #124 and #128, reply #131).

23 Summary judgment is appropriate when “the pleadings, depositions, answers to
24 interrogatories, and admissions on file, together with the affidavits, if any, show that there is no
25 genuine issue as to any material fact and that the moving party is entitled to judgment as a matter
26 of law.” Fed. R. Civ .P. 56©. The moving party bears the initial burden of demonstrating the
absence of a genuine issue of material fact. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 256
(1986). Whether a fact is material is determined by looking to the governing substantive law; if

1 the fact may affect the outcome, it is material. Id. at 248. If the moving party seeks summary
2 adjudication with respect to a claim or defense upon which it bears the burden of proof at trial, its
3 burden must be satisfied by affirmative, admissible evidence. By contrast, when the non-moving
4 party bears the burden of proving the claim or defense, the moving party can meet its burden by
5 pointing out the absence of evidence supporting the claim or defense. See Celotex Corp. v.
6 Catrett, 477 U.S. 317, 325 (1986).

7 If the moving party meets its initial burden, the “adverse party may not rest upon the mere
8 allegations or denials of the adverse party’s pleadings, but the adverse party’s response, by
9 affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a
10 genuine issue for trial.” Fed .R .Civ. P. 56(e). In assessing whether the non-moving party has
11 raised a genuine issue, its evidence is to be believed, and all justifiable inferences are to be drawn
12 in its favor. Anderson, 477 U.S. at 255 (citing Adickes v. S. H. Kress and Co., 398 U.S. 144
13 (1970)). Nonetheless, “the mere existence of a scintilla of evidence” is insufficient to create a
14 genuine issue of material fact. Anderson, 477 U.S. at 252; Matsushita Elec. Indus. Co. v. Zenith
15 Radio Corp., 474 U.S. 574, 587 (1986) (“Where the record taken as a whole could not lead a
16 rational trier of fact to find for the nonmoving party, there is no genuine issue for trial.”).

17 The trust funds make a strong showing that Exhibit Design & Production and Display
18 Technologies, LLC, were alter egos of American Tradeshow and were used as a sham to avoid
19 American Tradeshow’s collective bargaining obligations. The test for establishing the alter ego
20 relationship and obligations requires proof that “the entities have “common ownership,
21 management, operations, and labor relations,” and (2) the nonunion firm is used “in an effort to
22 avoid collective bargaining obligations.” UA Local 343 United Ass’n of Journeymen &
23 Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO
24 v. Nor-Cal Plumbing, Inc., 48 F3d 1465, 1470 (9th Cir. 1995). However, given the contrary
25 testimony of Franklin and Brian Lasley, albeit self-serving in comparison to that of Ronald
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1 Kingston, the court cannot with assurance find that defendants' have not raised a genuine issue of
2 triable fact.

3 Moreover, because the reasonableness of attorneys' fees in the Trust Funds' motion for
4 summary judgment (#114) may well be relevant to their claim against the Great American
5 Insurance Company's bond, the court will also deny the Trust Funds' motion for summary
6 judgment (#115) and Great American Insurance Company's motion for summary judgment
7 (#116). Finally, Great American Insurance Company did not file a reply rebutting the points made
8 by the Trust Funds in Great American Insurance Company's motion to set aside stipulation and
9 order (#117), and the court finds the points made by the Trust Funds meritorious. Accordingly,

10 THE COURT HEREBY ORDERS that defendants' motion for summary judgment (#113),
11 and plaintiffs Trust Funds' motion for summary judgment (#114) are DENIED.

12 THE COURT FURTHER ORDERS that the Trust Funds' motion for summary judgment
13 (#115) and Great American Insurance Company's motion for summary judgment (#116) are
14 DENIED.

15 THE COURT FURTHER ORDERS that Great American Insurance Company's motion to
16 set aside stipulation and order (#117) is DENIED, and the Trust Funds motion requesting a ruling
17 on the motion to set aside stipulation and order (#129) is DENIED as moot.

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Dated this 31 day of March, 2016.

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Lloyd D. George
United States District Judge

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